

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Release of Performance and Road Maintenance Bonds for the
Bishop & Buttery (Club II) Borrow Pit**DEPARTMENT:** Planning & Development **DIVISION:** Development Review**AUTHORIZED BY:** Dan Matthys **CONTACT:** Wendy Meyer **EXT.** 7333**Agenda Date** 09/27/05 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐**MOTION/RECOMMENDATION:**

Approve the release of Performance and Maintenance Bonds in the amount of \$150,000 (Performance Bond) and \$240,000 (Road Maintenance Bond) for the Club II Borrow Pit.

District 5 – Commissioner Carey (Wendy Meyer, Natural Resources Officer)

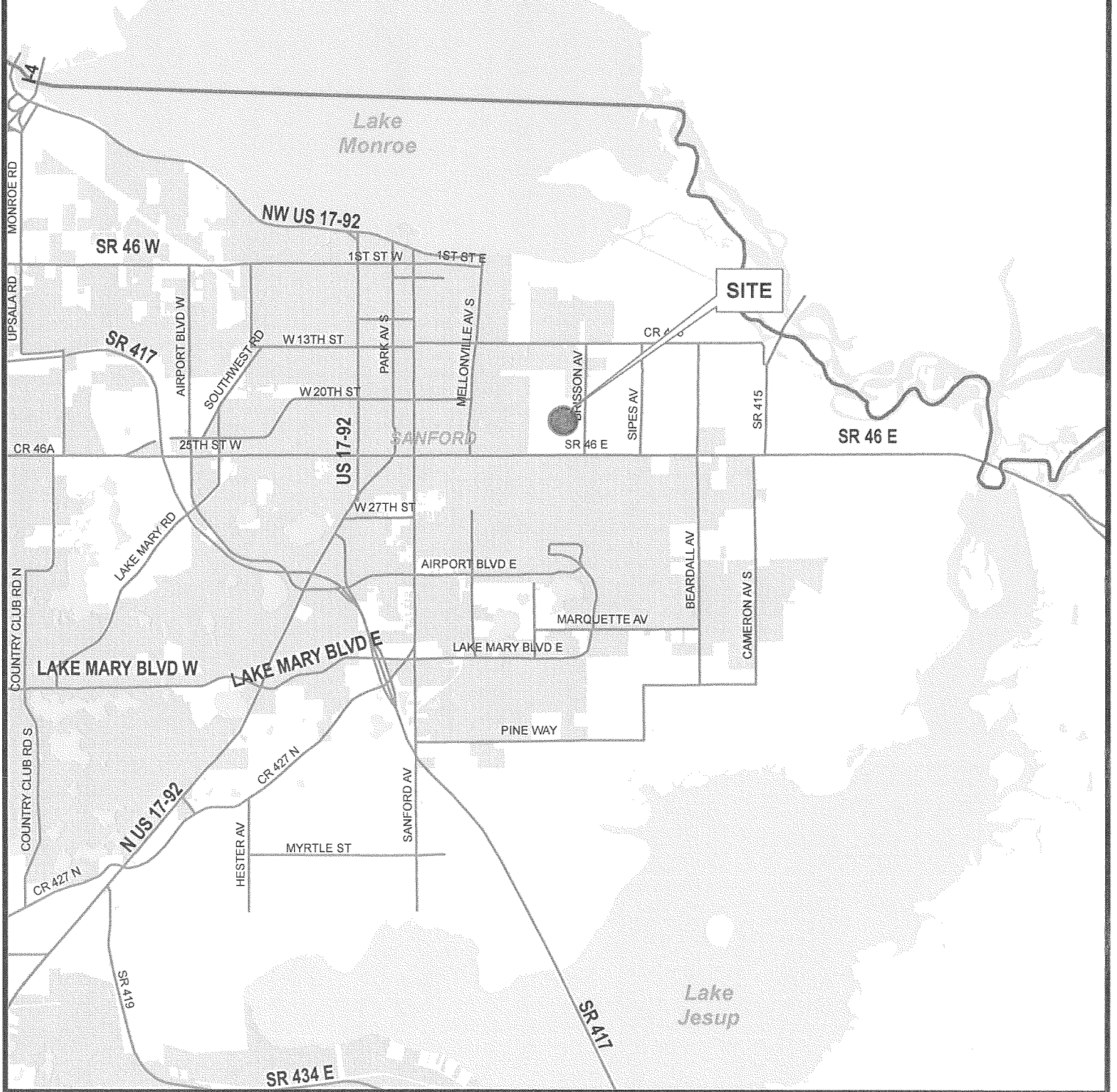
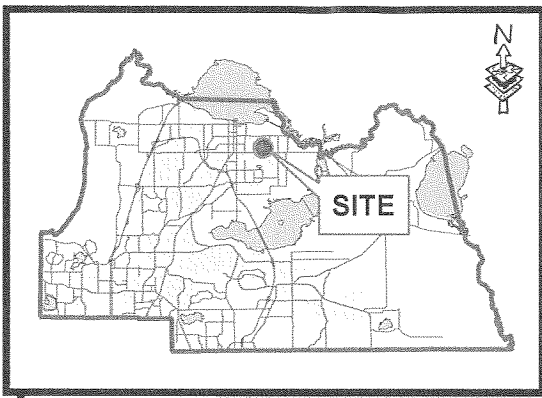
BACKGROUND:

A final inspection of the 65 acre Bishop and Buttery Club II Borrow Pit was conducted on August 4, 2005. The borrow pit, located North of State Road 46 and West of Brisson Avenue, was found to be in compliance with the approved plan. The areas roads were also inspected and found to be acceptable.

Portions of the reclamation, fish stocking, and aquatic plantings were not finished due to the anticipated conversion of the borrow pit into a regional stormwater facility.

Attachments: Location Map
Road Maintenance Bond
Performance Bond

Reviewed by:
Co Atty: <u>KR</u>
DFS: _____
Other: <u>SL</u>
DCM: _____
CM: <u>KB</u>
File No. <u>cpdd01</u>



COUNTY ROAD BOND

KNOW ALL MEN BY THESE PRESENTS, that we Bishop & Buttrey, Inc., as Principal, and St. Paul Fire and Marine Insurance Company, with its principal office in St Paul, MN, as Surety, are held and firmly bound unto Seminole County Board of Commissioners, 1101 E. First Street, Sanford, FL 32771, hereinafter called Obligee, in the penal of Two Hundred Forty Thousand Dollars and 00/100 (\$240,000.00), for the payment of which well and truly to be made we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal will be hauling dirt from Borrow Pit situated at 2290 East 25th Street, Sanford, FL 32773.

NOW, THEREFORE, if said Principal shall indemnify the Obligee against any loss arising out of damages to County Road then this obligation shall be void, otherwise to be and remain in full force and effect.

THIS BOND WILL EXPIRE May 8, 2003. The Surety may at any time terminate its liability by giving thirty (30) day written notice to the Obligee, and the Surety shall not be liable for any default after such thirty day notice period, except for defaults occurring prior thereto. However, under no circumstances shall the Surety's liability exceed the penal sum of this bond.

Signed, Sealed and Dated this 8thth day of May, 2002.

Bishop & Buttrey, Inc.

By: David G. Howson
David G. Howson, Vice President

St. Paul Fire and Marine Insurance Company

By: Karen C. Bowling
Karen C. Bowling, Attorney-in-Fact

Countersigned By:
Walter Chadler
Florida Resident Agent

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 22630

Certificate No. 1262546

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (*herein collectively called the "Companies"*), and that the Companies do hereby make, constitute and appoint

Marion G. Collett, Karen C. Bowling, Michelle Wheatley, Dennis Ourand and Richard Starr

of the City of Baltimore, State Maryland, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 10th day of July, 2001.

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



John F. Phinney
JOHN F. PHINNEY, Vice President

Thomas E. Huibregtse
THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland
City of Baltimore

On this 10th day of July, 2001, before me, the undersigned officer, personally appeared John F. Phinney and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 13th day of July, 2002.



Rebecca Easley-Onokala
REBECCA EASLEY-ONOKALA, Notary Public

BORROW PIT
PERFORMANCE BOND
LANDSCAPING

Bond No. 400SR8394

KNOW ALL MEN BY THESE PRESENTS:

That we, Bishop & Buttrey, Inc., hereinafter called the "Principal", and St. Paul Fire and Marine Insurance Company, a surety company authorized to do business in the State of Florida, hereinafter called "Surety" are held and firmly bound to Seminole County, a political subdivision of the State of Florida, in the full and just sum of One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00) lawful money of The United States of America, to be paid to the Board of County Commissioners of Seminole County, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has as a condition precedent to the approval by Seminole County of a borrow permit (the "permit") has covenanted and agreed with Seminole County to complete the reclamation plan based on the approval plans dated July 13, 2000 in accordance with certain terms and conditions set forth therein; and

WHEREAS, it is a condition precedent to the issuance of said permit that this bond be executed:

NOW THEREFORE, the conditions of these obligations are that if the bounden Principal fully complies with all of the terms of the permit dated the 23rd day of May, 2000 within the time therein specified and in every respect fulfills all obligations under the permit and indemnifies and saves harmless Seminole County against or from all claims, costs, expenses, damages, injuries or losses, including, but not limited to, engineering, legal and contingent costs which Seminole County may sustain on account of the failure of the Principal to perform in accordance with the terms of the permit; then this obligation shall be deemed released. Otherwise all provisions of this bond shall be and remain in full force, effect and virtue until December 31, 2005.

The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any portion of the requirements of the permit above referred to, within the time specified, the Surety upon forty-five (45) days written notice from Seminole County, or its authorized agent or officer, of the default, will forthwith perform the obligations and pay the cost thereof, including but not engineering, legal and contingent costs. Should the Surety fail or refuse to perform said obligations Seminole County, in view of the public, interest, health, safety and welfare factors involved and the inducement in approving the said permit, shall have the right to resort to any and all legal remedies against the Principal and the Surety, or either, both at law and in equity, including specifically, but not limited to, specific performance, to which the Principal and Surety unconditionally agree.

The Principal and the Surety further jointly and severally agree that Seminole County, at its option, shall have the right to perform or, pursuant to public advertisement and receipt of bids, cause to be performed the aforesaid obligations in case the Principal should fail or refuse to do. In the event Seminole County should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally liable hereunder to reimburse Seminole County the total cost thereof, including, but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents on December 23, 2004.

Bishop & Buttrey, Inc.

Address:
6239 Edgewater Drive
Orlando, FL 32810

By: Kenneth C. Lundeen
Kenneth C. Lundeen
Vice President

Deborah A. Prochaska
Deborah A. Prochaska Witness

Alberta W. Erhardt
Alberta W. Erhardt Witness

St. Paul Fire and Marine Insurance Company
Address:
5801 Smith Avenue
Baltimore, MD 21209

By: Karen C. Bowling
Karen C. Bowling, Attorney-in-Fact

Countersigned:

[Signature]
Resident Agent Florida

Samene Merchant
Witness Samene Merchant
Autumn J. Adamo
Witness Autumn J. Adamo

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St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 22630

Certificate No. 1356763

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In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 13th day of July, 2002.



Rebecca Easley-Onokala
REBECCA EASLEY-ONOKALA, Notary Public



IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of an insurer's statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.